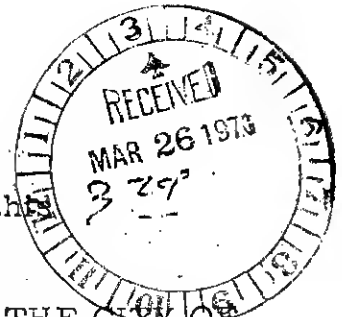


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THIS AGREEMENT entered into this  
day of *March* 1970 by and between:

The BOARD OF EDUCATION OF THE CITY OF  
ENGLEWOOD, IN THE COUNTY OF BERGEN  
AND STATE OF NEW JERSEY, hereinafter  
called the "BOARD OF EDUCATION",

and

LOCAL 29, R.W.D.S.U. AFL-CIO, hereinafter  
called the "UNION",

WITNESSETH:

WHEREAS, the "BOARD OF EDUCATION", has  
an obligation pursuant to Chapter 303, Public Laws 1968 to negotiate with  
the "UNION" as the representative of employees hereinafter designated  
with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain  
understandings which they desire to confirm in this agreement and in  
consideration of the following mutual covenants, it is hereby agreed as  
follows:

1. The "BOARD OF EDUCATION" hereby  
recognizes the "UNION", as the exclusive representative for collective  
negotiations concerning the terms and conditions of employment for all  
custodial-maintenance employees employed by the "BOARD OF EDUCATION";  
and the "BOARD OF EDUCATION" agrees to deduct the "UNION'S" monthly  
dues and initiation fees from the pay of the employees who authorize the  
"BOARD OF EDUCATION" in writing to do so. Deductions shall be made  
either from the first or second pay period of each month. All amounts  
deducted shall be remitted to the "UNION" once a month no later than the  
tenth day of the month following deduction. The "BOARD OF EDUCATION"  
agrees to furnish the "UNION" monthly with a list of all employees whose  
dues and initiation fees have been deducted. The "BOARD OF EDUCATION"  
also agrees to furnish the "UNION" monthly with a list of newly hired  
employees and terminated employees. The "UNION" will advise the "BOARD  
OF EDUCATION" in writing of the amount of the initiation fees and monthly  
dues.

2. All custodial-maintenance employees of the "BOARD OF EDUCATION" on January 1, 1969 and still in their employ on July 1, 1970, shall receive an increase of \$700.00 ~~per year~~ effective July 1, 1970.

3. All custodial-maintenance employees in the employ of the "BOARD OF EDUCATION" on January 1, 1969, if still employed or retired on July 1, 1970 shall on July 1, 1970 receive a lump sum of \$150.00 which shall not be added to the salary and shall be paid only this one time.

4. All custodial-maintenance employees hired between January 2, 1969 and December 30, 1969 and still in the employ of the "BOARD OF EDUCATION" on July 1, 1970 shall receive an increase of \$500.00 per year effective July 1, 1970, and all custodial-maintenance employees hired between January 1, 1970 and March 31, 1970 and still in the employ of the "BOARD OF EDUCATION" on July 1, 1970 shall receive a prorated increase based on the sum of \$500.00 on July 1, 1970.

5. All custodial-maintenance employees whose use of their cars is approved for "BOARD OF EDUCATION" work shall receive \$50.00 per annum for such use.

6. All chief custodians who, in the regular course of their work, are required to check boilers and windows during the weekend shall receive an additional \$200.00 added to their salary effective July 1, 1970. If the chief custodian assigns someone else to perform this function, the chief custodian will pay their costs out of his own pocket. This shall not affect their right to overtime payment for other time worked on such weekends. The list of chief custodians to receive this extra payment shall be drawn up by the "BOARD OF EDUCATION".

7. The vacation schedule shall be:

For those who have been on the staff between:

One year but less than five years	- 12 working days with pay
Five years but less than ten years	- 15 working days with pay
Ten years or more	- 20 working days with pay

However, anyone heretofore receiving more vacation than herein stated shall continue to receive the same.

8. All custodial-maintenance employees working the night shift shall receive a 5% differential for working said shift, commencing 5:00 p.m. each day, retroactive to September 1, 1969. This shall be increased to 7½% effective July 1, 1970.

9. All custodial-maintenance employees shall receive whatever vacation pay may be due them before the vacation period.

10. If a holiday listed on the approved holiday schedule falls on a Saturday, the employee shall receive an additional day's pay or a day off with pay. Whether the employee receives an additional day's pay or a day off with pay shall be at the option of the "BOARD OF EDUCATION".

11. All custodial-maintenance employees shall receive time and one half after eight hours work provided the overtime is not caused by absence the day before or the day after.

12. Saturday work is to be paid at the rate of time and one half. There is to be no pyramiding of overtime rates.

Sunday work is to be paid at double time. If, however, the work is of a special nature caused by the use of the school by an outside agency, the rate shall be time and one half.

13. Any custodial-maintenance employee called in to work after his regular working hours or on Saturday shall be guaranteed four hours pay at time and one half except as described above for chief custodians and there is to be no pyramiding of overtime rates.

14. Any custodial-maintenance employee called in to work on a Sunday shall be guaranteed four hours pay with pay as described above and there is to be no pyramiding of overtime rates.

15. Winter uniforms are to be provided for all custodial-maintenance employees, who work outside during snow removal or other cold weather activities. These employees shall be determined by the "BOARD OF EDUCATION".

16. The following paid holidays shall be provided when they fall on:

Labor Day

Presidential Election Day

Thanksgiving Day

\*Christmas Day

\*New Years Day

\*Martin Luther King's Birthday

\*Washington's Birthday

Good Friday

\*Memorial Day

\*Independence Day

\*Observed on the following Monday in those years when date falls on a Sunday.

a. One compensatory day to be provided for each of the following holidays on which schools are in session:

Election Day - except Presidential Election

Columbus Day

Veterans Day

Lincoln's Birthday

b. The working day immediately following Thanksgiving and the day preceding Christmas and New Year's Day may be considered as a compensatory day for one of the holidays listed in 16a above. The other(s), except in a Presidential Election year, may be taken during a school recess period according to an individual schedule mutually developed by the custodian with the school principal, by the Maintenance Department personnel and truck drivers with the Supervisor of Buildings and Grounds.

GRIEVANCE PROCEDURE 17. Grievance Procedure - Employees shall have the right as per Chapter 303, Public Laws, 1968 to bring up for settlement any grievance. The procedure shall be as follows: - *no definition*

a. The aggrieved or the authorized union representative or representatives shall present the grievance to the Head Custodian. If the aggrieved is a Maintenance Employee he shall present the grievance to the Chief of Maintenance. *Still step next?*

b. If there is no satisfactory solution within two working days the grievance may be presented to the Principal by the authorized Union representative or representatives.

c. If there is no settlement within two working days following the presentation to the Principal, the grievance may be presented to the Superintendent of Schools or his official representative by the authorized Union representative or representatives, within three (3) working days after receipt of Answer from the Principal.

d. If there is no written satisfactory solution within two working days following the presentation to the Superintendent of Schools, it may then be presented to the Board of Education or a Board of Education committee within five working days after a written decision by the Superintendent of Schools is received by the authorized Union representative or representatives. The Board of Education or its committee must then meet within seven working days of receipt of the grievance. The Board of Education or its committee must give a written answer within three working days after this meeting.

e. If there is still no settlement at this time, arbitration will be used within five working days by presenting the matter for arbitration to Mr. Bernard P. Lampert who is hereby appointed as the impartial arbitrator by the parties. In the event Dr. Lampert is unavailable, a mutually agreed upon third party will be used. In the event of the discharge of an employee, the presentation to the Head Custodian shall be bypassed.

18. The "UNION" through its representative or representatives, if it desires, has the right to appear in all steps of the procedure. The cost of arbitration charges shall be borne equally by both parties.

19. This agreement shall continue in full force and effect for a period of two years from the date hereof except that either party may, by serving written notice upon the other at least 60 days prior to the first anniversary date hereof, reopen this agreement with respect to wages and any agreement reached or any change in this contract regarding wages is to go into effect on July 1, 1971.

*AND ANY LEGAL QUESTION RELATING TO PENSIONS,  
AND ANY LEGAL QUESTION RELATING TO PENSIONS  
ARE*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed and attested all on the day and year first above written.

BOARD OF EDUCATION OF THE  
CITY OF ENGLEWOOD IN THE  
COUNTY OF BERGEN AND STATE  
OF NEW JERSEY

ATTEST:

  
SECRETARY

  
PRESIDENT

LOCAL 29, R. W. D. S. U., AFL-CIO

ATTEST:

